

## Settlement Agreement

1. As part of this Settlement Agreement, (hereinafter referred to as the "Agreement"), TRI, Inc. and Anthony Roland, principle/owner of TRI, Inc., agree to cooperate fully and truthfully with the Attorney General and their designated representatives as to any knowledge of, or involvement in, facts and circumstances giving rise to the lawsuit *State of Indiana, ex.rel. Steve Carter, Attorney General of Indiana, and the City of East Chicago, ex.rel. Steve Carter, Attorney General of Indiana, v. Robert A. Pastrick, et.al.*, in the United States District Court for the Northern District of Indiana, Hammond Division, Cause Number 3:04-cv-0506 (hereinafter referred to as the "Lawsuit") including but not limited to providing truthful and complete interviews, sworn statements, affidavits, and testimony regarding any such knowledge or involvement, from TRI, Inc. owners, agents, employees, and representatives and making any and all relevant documents in their possession available to the Attorney General for inspection and copying.

2. As part of this Agreement, TRI, Inc. shall deliver to the Office of the Attorney General the aggregate amount of two thousand five hundred dollars (\$2,500) within five (5) business days of execution of this Agreement. Payment shall be mailed to:

Office of the Attorney General  
302 West Washington Street  
IGCS 5th Floor  
Indianapolis, Indiana 46204  
Attn: Molly C. Johnson

3. The State of Indiana and the City of East Chicago (hereinafter referred to

collectively as the "State") agree to dismiss with prejudice their claims against TRI, Inc. in the Lawsuit and to take any and all other action necessary to carry out the purpose and intent of this Agreement.

4. TRI, Inc. represents and warrants that it has not heretofore assigned or transferred (or purported to assign or transfer) to any person or entity any of these claims such as has been released in this Agreement.

5. TRI, Inc. acknowledges and agrees that its promises, obligations, actions, and undertakings pursuant to this Agreement are supported by good and sufficient consideration.

6. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall recover from the non-prevailing party all costs and expenses paid or incurred by the prevailing party in such proceeding, including but not limited to reasonable attorneys' fees, expert witness fees, and any fees or expenses initially paid or shared by, or initially allocated to, such prevailing party.

7. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana, without regard to conflicts-of-law principles, unless otherwise preempted by federal law.

8. Each of the parties to this Agreement represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, causes of action, or defenses referred to in this Agreement, and that the signatory for each party signing this Agreement has the right and authority to execute this Agreement.

9. This Agreement may be executed in one or more counterparts, each of

which shall be deemed original and all of which shall constitute a single agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and each of their respective predecessors, successors, and assigns, as well as any entities with which any of them have merged or consolidated, or with which any of them may merge or consolidate in the future. None of the provisions of this Agreement are intended to be, nor shall they be deemed to be, for the benefit of any other person or entity, including but not limited to the other named defendants in the Lawsuit.

11. If any provision of this Agreement is unlawful, invalid, or unenforceable for any reason that does not affect the remaining provisions of this Agreement, then all such remaining provisions shall be valid and enforceable as if the unlawful, invalid, or unenforceable provision or provisions had not been included in this Agreement.

12. The language of all parts of the Agreement shall be in all cases construed as a whole, according to its fair meaning and not strictly construed for or against the drafter.


13. Each of the parties to this Agreement understands, agrees and intends that this Agreement shall completely and finally resolve, compromise, and settle all actual and potential litigation and claims between and among them concerning the Lawsuit. The parties to this Agreement further agree after execution of this Agreement each will, upon reasonable request of the other or its counsel, execute and deliver such other documents and instruments and take such other actions as may be required or reasonably necessary to carry out the provisions or intent of this Agreement.

14. Neither this Agreement nor the accompanying Release shall be filed with the Court.

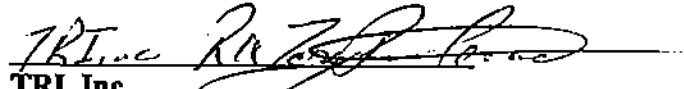
15. It is expressly warranted by the parties to this Agreement that no promise or inducement has been offered except as set forth herein; that this Agreement is executed without reliance upon any statement or representation of the parties or persons released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

16. Each of the persons executing this Agreement on behalf of a party to this Agreement represents that he is expressly authorized to do so by such party.

**ENTERED INTO BY THE PARTIES OR THEIR COUNSEL AS EVIDENCED BY THEIR SIGNATURES ON THE DATES NOTED:**

  
Molly C. Johnson  
Deputy Attorney General,  
On behalf of Indiana Attorney General  
Steve Carter, the State of Indiana and  
The City of East Chicago

5.7.8  
Date

  
TRI, Inc.  
By and through  
Anthony Roland, owner/principal

5-1-08  
Date

  
Paul Velligan  
Attorney for TRI, Inc.

5-1-08  
Date

### **MUTUAL RELEASE**


FOR AND IN CONSIDERATION of the payment of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), made payable to the State of Indiana, the receipt and sufficiency of which is hereby acknowledged, the State of Indiana and the City of East Chicago, by and through Steve Carter, Attorney General of Indiana, do hereby forever release, acquit and discharge TRI, Inc. (hereafter "TRI") and its successors, assigns and insurers of any and from any and all claims, demands, actions, including attorney's fees and costs, and causes of action of each and every kind whatsoever, past, present or future, if any, arising out of the claims asserted in the lawsuit filed in the United States District Court for the Northern District of Indiana, Hammond Division, under Cause No. 3:04-CV-0506, and any claim which could have been raised, and any claim that may exist as of the date of the execution of this Release.

As part of this Release, TRI hereby forever releases, acquits and discharges the State of Indiana and the City of East Chicago and their successors, assigns and insurers of any and from any and all claims, demands, actions, including attorney's fees and costs, and causes of action of each and every kind whatsoever, past, present or future, if any, arising out of the claims asserted in the lawsuit filed in the United States District Court for the Northern District of Indiana, Hammond Division, under Cause No. 3:04-CV-0506, and any claim which could have been raised, and any claim that may exist as of the date of the execution of this Release.

The undersigned, Steve Carter, Attorney General for the State of Indiana, by Deputy Attorney General Molly C. Johnson, and TRI, recognize that this Release and the accompanying Settlement Agreement evidences the full, final, and complete settlement of disputed and doubtful claims and that it is made for the purpose of compromise only and to avoid litigation between the parties; that said settlement does not in any manner constitute an admission of liability on the part of TRI, its successors, assigns, or agents, for any injury, expenses, or damages which the State of Indiana or its citizens or the City of East Chicago may have sustained as a result of these allegations and the undersigned, Steve Carter, Attorney General for the State of Indiana and the City of East Chicago, do hereby promise and agree that they will not hereafter assert any further claims on behalf of any person, firm, or corporation against TRI and its successors, assigns, or agents, for any past, present or future losses or damages as a result of the allegations stated within the Complaint.

(The rest of this page has been intentionally left blank.)

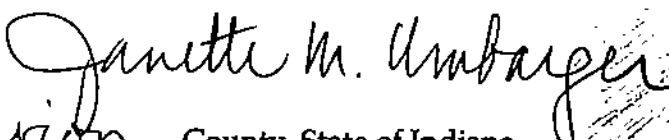
IN WITNESS WHEREOF, the undersigned, Steve Carter, by Deputy Attorney General Molly C. Johnson, has executed this Release this 7<sup>th</sup> day of May, 2008.

  
Steve Carter,  
by Deputy Attorney General Molly C. Johnson

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Steve Carter by Molly C. Johnson and acknowledged the execution of the foregoing Release as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7<sup>th</sup> day of May, 2008.

 (Notary Public)  
I am a resident of Marion County, State of Indiana.  
My commission expires: August 2, 2009.

IN WITNESS WHEREOF, the undersigned, TRI, has executed by his counsel Paul Velligan, this Release this 2 day of May, 2008.

By

*Paul D. Velligan*  
Paul Velligan, on

behalf of TRI

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared TRI by Paul Velligan and acknowledged the execution of the foregoing Release as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of May 2, 2008.

*[Signature]*  
(Notary Public)

I am a resident of Lake County, State of Indiana.

My commission expires: February 11, 2015.

DAVID SAKS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES 02/11/15